

HUNTON ANDREWS KURTH LLP  
ROLAND M. JUAREZ (SBN 160793)  
Email: rjuarez@huntonAK.com  
MATTHEW I. BOBB (SBN 253308)  
Email: mbobb@huntonAK.com  
ANH N. NGUYEN (SBN 280752)  
Email: anguyen@huntonAK.com  
550 South Hope Street, Suite 2000  
Los Angeles, California 90071-2627  
Telephone: 213 • 532 • 2000  
Facsimile: 213 • 532 • 2020

Attorneys for Defendant  
LOWE'S HOME CENTERS, LLC

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION**

JAMES O'DONNELL,

Plaintiff,

v.

LOWE'S HOME CENTERS, LLC, a  
North Carolina limited liability company,  
AND DOES 1 through 10,

Defendants.

Case No.: 8:18-cv-873

Assigned for All Purposes To:

Judge: Cormac J. Carney  
Ctm: 9B

**[PROPOSED] STIPULATED  
PROTECTIVE ORDER<sup>1</sup>**

**[Discovery Matter: Referred to  
Magistrate Judge Rozella A. Oliver]**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted.

<sup>1</sup> This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Rozella A. Oliver's Procedures.

1 Accordingly, the parties hereby stipulate to and petition the Court to enter the following  
2 Stipulated Protective Order. The parties acknowledge that this Order does not confer  
3 blanket protections on all disclosures or responses to discovery and that the protection  
4 it affords from public disclosure and use extends only to the limited information or items  
5 that are entitled to confidential treatment under the applicable legal principles.

6 B. GOOD CAUSE STATEMENT

7 The parties submit that good cause exists for the issuance of this Protective  
8 Order for the following reasons:

9 (i) Discovery obtained in the above-captioned action may involve disclosure  
10 of non-public, confidential, proprietary, commercially sensitive and/or trade secret  
11 information. Disclosure of this information to persons who are not entitled to it  
12 carries the danger of compromising the competitive business interests of Defendant,  
13 and also risks invasion of legitimate personal privacy interests of Plaintiff and non-  
14 parties;

15 (ii) Defendant anticipates that it may need to produce material that contains  
16 proprietary information concerning its business practices and procedures for the  
17 operation of its stores that may be of value to a competitor or may cause harm to its  
18 legitimate business interests in the marketplace;

19 (iii) Defendant further anticipates that it may need to produce non-public  
20 information concerning Plaintiff or non-parties that is personal in nature and/or  
21 protected by the right of privacy;

22 (iv) The issuance of this Protective Order will allow for efficiency in the  
23 discovery process and provide a mechanism by which discovery of relevant  
24 confidential information may be obtained in a manner that protects against risk of  
25 disclosure of such information to persons not entitled to such information; and

26 (v) The issuance of this Protective Order will protect the parties' interests by  
27 providing the parties recourse in this Court in the event that a party or non-party  
28 improperly handles non-public, confidential, proprietary, commercially sensitive

1 and/or trade secret information that the parties have had to exchange in the course of  
2 discovery propounded and depositions taken in this action.

3 (vi) Accordingly, to expedite the flow of information, to facilitate the prompt  
4 resolution of disputes over confidentiality of discovery materials, to adequately  
5 protect information the parties are entitled to keep confidential, to ensure that the  
6 parties are permitted reasonable necessary uses of such material in preparation for and  
7 in the conduct of trial, to address their handling at the end of the litigation, and serve  
8 the ends of justice, a protective order for such information is justified in this matter. It  
9 is the intent of the parties that information will not be designated as confidential for  
10 tactical reasons and that nothing be so designated without a good faith belief that it  
11 has been maintained in a confidential, non-public manner, and there is good cause  
12 why it should not be part of the public record of this case.

13 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER  
14 SEAL

15 The parties further acknowledge, as set forth in Section 12.3, below, that this  
16 Stipulated Protective Order does not entitle them to file confidential information under  
17 seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the  
18 standards that will be applied when a party seeks permission from the court to file  
19 material under seal.

20 There is a strong presumption that the public has a right of access to judicial  
21 proceedings and records in civil cases. In connection with non-dispositive motions,  
22 good cause must be shown to support a filing under seal. See *Kamakana v. City and*  
23 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
24 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*,  
25 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good  
26 cause showing), and a specific showing of good cause or compelling reasons with  
27 proper evidentiary support and legal justification, must be made with respect to  
28 Protected Material that a party seeks to file under seal. The parties' mere designation of

1 Disclosure or Discovery Material as CONFIDENTIAL does not—without the  
2 submission of competent evidence by declaration, establishing that the material sought  
3 to be filed under seal qualifies as confidential, privileged, or otherwise protectable—  
4 constitute good cause.

5 Further, if a party requests sealing related to a dispositive motion or trial, then  
6 compelling reasons, not only good cause, for the sealing must be shown, and the relief  
7 sought shall be narrowly tailored to serve the specific interest to be protected. See *Pintos*  
8 *v. Pacific Creditors Ass’n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type  
9 of information, document, or thing sought to be filed or introduced under seal in  
10 connection with a dispositive motion or trial, the party seeking protection must  
11 articulate compelling reasons, supported by specific facts and legal justification, for the  
12 requested sealing order. Again, competent evidence supporting the application to file  
13 documents under seal must be provided by declaration.

14 Any document that is not confidential, privileged, or otherwise protectable in its  
15 entirety will not be filed under seal if the confidential portions can be redacted.

16 If documents can be redacted, then a redacted version for public viewing,  
17 omitting only the confidential, privileged, or otherwise protectable portions of the  
18 document, shall be filed. Any application that seeks to file documents under seal in their  
19 entirety should include an explanation of why redaction is not feasible.

20 **2. DEFINITIONS**

21 1. Action: This pending federal law suit, *James O’Donnell v. Lowe’s Home*  
22 *Centers, LLC*, Case No.: 8:18-cv-873.

23 2. Challenging Party: a Party or Non-Party that challenges the designation  
24 of information or items under this Order.

25 3. “CONFIDENTIAL” Information or Items: information (regardless of  
26 how it is generated, stored or maintained) or tangible things that qualify for protection  
27  
28

1 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
2 Cause Statement.

3 4. Counsel: Outside Counsel of Record and House Counsel (as well as their  
4 support staff).

5 5. Designating Party: a Party or Non-Party that designates information or  
6 items that it produces in disclosures or in responses to discovery as  
7 “CONFIDENTIAL.”

8 6. Disclosure or Discovery Material: all items or information, regardless of  
9 the medium or manner in which it is generated, stored, or maintained (including,  
10 among other things, testimony, transcripts, and tangible things), that are produced or  
11 generated in disclosures or responses to discovery in this matter.

12 7. Expert: a person with specialized knowledge or experience in a matter  
13 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
14 expert witness or as a consultant in this Action.

15 8. House Counsel: attorneys who are employees of a party to this Action.  
16 House Counsel does not include Outside Counsel of Record or any other outside  
17 counsel.

18 9. Non-Party: any natural person, partnership, corporation, association, or  
19 other legal entity not named as a Party to this action.

20 10. Outside Counsel of Record: attorneys who are not employees of a party  
21 to this Action but are retained to represent or advise a party to this Action and have  
22 appeared in this Action on behalf of that party or are affiliated with a law firm which  
23 has appeared on behalf of that party, and includes support staff.

24 11. Party: any party to this Action, including all of its officers, directors,  
25 employees, consultants, retained experts, and Outside Counsel of Record (and their  
26 support staffs).

27 12. Producing Party: a Party or Non-Party that produces Disclosure or  
28 Discovery Material in this Action.

1           13.    Professional Vendors: persons or entities that provide litigation support  
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
4 and their employees and subcontractors.

5           14.    Protected Material: any Disclosure or Discovery Material that is  
6 designated as “CONFIDENTIAL.”

7           15.    Receiving Party: a Party that receives Disclosure or Discovery Material  
8 from a Producing Party.

9    3.    SCOPE

10           The protections conferred by this Stipulation and Order cover not only Protected  
11 Material (as defined above), but also (1) any information copied or extracted from  
12 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
13 Material; and (3) any testimony, conversations, or presentations by Parties or their  
14 Counsel that might reveal Protected Material.

15           Any use of Protected Material at trial shall be governed by the orders of the trial  
16 judge. This Order does not govern the use of Protected Material at trial.

17    4.    DURATION

18           Even after final disposition of this litigation, the confidentiality obligations  
19 imposed by this Order shall remain in effect until a Designating Party agrees  
20 otherwise in writing or a court order otherwise directs. Final disposition shall be  
21 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
22 or without prejudice; and (2) final judgment herein after the completion and  
23 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
24 including the time limits for filing any motions or applications for extension of time  
25 pursuant to applicable law.  
26  
27  
28

1     5.     DESIGNATING PROTECTED MATERIAL

2             5.1     Exercise of Restraint and Care in Designating Material for Protection.

3             Each Party or Non-Party that designates information or items for protection  
4 under this Order must take care to limit any such designation to specific material that  
5 qualifies under the appropriate standards. The Designating Party must designate for  
6 protection only those parts of material, documents, items, or oral or written  
7 communications that qualify so that other portions of the material, documents, items,  
8 or communications for which protection is not warranted are not swept unjustifiably  
9 within the ambit of this Order.

10            Mass, indiscriminate, or routinized designations are prohibited. Designations that  
11 are shown to be clearly unjustified or that have been made for an improper purpose  
12 (e.g., to unnecessarily encumber the case development process or to impose  
13 unnecessary expenses and burdens on other parties) may expose the Designating Party  
14 to sanctions.

15            If it comes to a Designating Party's attention that information or items that it  
16 designated for protection do not qualify for protection, that Designating Party must  
17 promptly notify all other Parties that it is withdrawing the inapplicable designation.

18            5.2     Manner and Timing of Designations. Except as otherwise provided in  
19 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
20 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
21 under this Order must be clearly so designated before the material is disclosed or  
22 produced.

23            Designation in conformity with this Order requires:

24            (a) for information in documentary form (e.g., paper or electronic  
25 documents, but excluding transcripts of depositions or other pretrial or trial  
26 proceedings), that the Producing Party affix at a minimum, the legend  
27 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
28 contains protected material. If only a portion or portions of the material on a page

1 qualifies for protection, the Producing Party also must clearly identify the protected  
2 portion(s) (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for inspection  
4 need not designate them for protection until after the inspecting Party has indicated  
5 which documents it would like copied and produced. During the inspection and before  
6 the designation, all of the material made available for inspection shall be deemed  
7 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
8 copied and produced, the Producing Party must determine which documents, or portions  
9 thereof, qualify for protection under this Order. Then, before producing the specified  
10 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page  
11 that contains Protected Material. If only a portion or portions of the material on a page  
12 qualifies for protection, the Producing Party also must clearly identify the protected  
13 portion(s) (e.g., by making appropriate markings in the margins).

14 (b) for testimony given in depositions that the Designating Party identify the  
15 Disclosure or Discovery Material on the record, before the close of the deposition all  
16 protected testimony. Any Party may also designate testimony that is entitled to  
17 protection by notifying all Parties in writing within twenty (20) days of receipt of the  
18 transcript, of the specific pages and lines of the transcript that should be treated as  
19 “Confidential” thereafter. Each Party shall attach a copy of such written notice or  
20 notices to the face of the transcript and each copy thereof in its possession, custody,  
21 or control. Unless otherwise indicated, all deposition transcripts shall be treated as  
22 “Confidential” for a period of twenty (20) days after the receipt of the transcript.  
23 This preliminary treatment, however, shall not limit a deponent’s right to review the  
24 transcript of his or her deposition. This preliminary treatment shall not limit a Party's  
25 use of any deposition transcript or exhibits, which have not previously been expressly  
26 designated for protection under this order, from using such transcript or exhibits in  
27 filings concerning any motion or at any subsequent deposition, settlement conference,  
28 mediation or other proceeding related to the Action.



(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

## 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this

1 Action only for prosecuting, defending, or attempting to settle this Action. Such  
2 Protected Material may be disclosed only to the categories of persons and under the  
3 conditions described in this Order. When the Action has been terminated, a Receiving  
4 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a  
6 location and in a secure manner that ensures that access is limited to the persons  
7 authorized under this Order.

8 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
9 otherwise ordered by the court or permitted in writing by the Designating Party, a  
10 Receiving Party may disclose any information or item designated “CONFIDENTIAL”  
11 only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
13 well as employees of said Outside Counsel of Record to whom it is reasonably  
14 necessary to disclose the information for this Action;

15 (b) the officers, directors, and employees (including House Counsel) of  
16 the Receiving Party to whom disclosure is reasonably necessary for this Action;

17 (c) Experts (as defined in this Order) of the Receiving Party to whom  
18 disclosure is reasonably necessary for this Action and who have signed the  
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (d) the court and its personnel;

21 (e) court reporters and their staff;

22 (f) professional jury or trial consultants, mock jurors, and Professional  
23 Vendors to whom disclosure is reasonably necessary for this Action and who have  
24 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (g) the author or recipient of a document containing the information or a  
26 custodian or other person who otherwise possessed or knew the information;

27 (h) during their depositions, witnesses, and attorneys for witnesses, in  
28 the Action to whom disclosure is reasonably necessary provided: (1) the

deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” while such materials remain under the protection of this order, that Party must:

- (a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
- (b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
- (c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The

Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as "CONFIDENTIAL." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

1. promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
2. promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and
3. make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the

discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,

1 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
2 work product, and consultant and expert work product, even if such materials contain  
3 Protected Material. Any such archival copies that contain or constitute Protected  
4 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

5 14. VIOLATION

6 Any violation of this Order may be punished by any and all appropriate measures  
7 including, without limitation, contempt proceedings and/or monetary sanctions.

8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9  
10 DATED: April 2, 2019

HUNTON ANDREWS KURTH LLP

11  
12 By: /s/ Roland M. Juarez

13 ROLAND M. JUAREZ  
14 MATTHEW I. BOBB  
15 ANH N. NGUYEN  
16 Attorneys for Defendant  
17 LOWE'S HOME CENTERS, LLC

18  
19 DATED: April 2, 2019

THE CULLEN LAW FIRM, APC

20 By: /s/ Paul T. Cullen

21 PAUL T. CULLEN  
22 Attorneys for Plaintiff  
23 JAMES O'DONNELL  
24  
25  
26  
27  
28

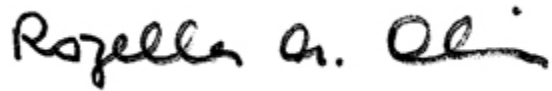
**Attestation Pursuant to Local Rule 5-4.3.4(a)(2)(i)**

I, Anh N. Nguyen, attest that all other signatories listed, and on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing.

By: /s/ Anh N. Nguyen  
Anh N. Nguyen

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

DATED: April 3, 2019



Honorable Rozella A. Oliver  
United States Magistrate Judge



EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that was  
issued by the United States District Court for the Central District of California on  
\_\_\_\_\_(date) in the case of *James O'Donnell v. Lowe's Home Centers, LLC, Case No.:*  
*8:18-cv-873*. I agree to comply with and to be bound by all the terms of this Stipulated  
Protective Order and I understand and acknowledge that failure to so comply could  
expose me to sanctions and punishment in the nature of contempt. I solemnly promise  
that I will not disclose in any manner any information or item that is subject to this  
Stipulated Protective Order to any person or entity except in strict compliance with the  
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print or  
type full name] of \_\_\_\_\_ [print or type full address  
and telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_